

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks Recorded at Reel 1689 Frame 0378		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heller Financial, Inc.		10/07/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AKI, Inc.		
Street Address:	120 East 56th Street		
Internal Address:	Suite 1200		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2078154	ARCADE	
Registration Number:	2289332	POWDATOUCH	
Registration Number:	2291333	BEAUTISEAL	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-7803		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Jodie Sopher Pimentel, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	048448/0038		
NAME OF SUBMITTER:	Jodie Sopher Pimentel		
SIGNATURE:	/jsp/		
DATE SIGNED:	08/18/2014		
Total Attachments: 6			

CH \$90.00 2078154

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October 4, 2004

AKI, Inc.
1815 East Main Street
Chattanooga, Tennessee 37404
Attention: Chief Financial Officer

RE: Amended and Restated Credit Agreement dated as of December 18, 2001 (as the same has been amended, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among AKI, Inc., a Delaware corporation ("Borrower"), Heller Financial, Inc., a Delaware corporation ("Heller"), in its capacity as Agent ("Agent") and the financial institutions party thereto as Lenders

Ladies and Gentlemen:

Reference is made to: (i) the Credit Agreement and (ii) the other Loan Documents (as defined in the Credit Agreement). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement. Agent understands that on the Payoff Effective Time (as hereinafter defined), the Borrower shall repay in full in cash all obligations and liabilities of the Borrower to Heller under or in respect of the Credit Agreement.

Upon Agent's receipt on or after the date hereof (but no later than October 7, 2004), of: (i) a federal funds wire transfer to the account noted below in the following amount (the "Payoff Amount"):

Principal as of the date hereof	\$10,575,229.18
Interest and Fees through 1 p.m. New York City local time 10/4/04	\$ 49,644.11
Attorneys' Fees	\$ 6,000.00
Total	\$10,630,873.29
Per Diem for each day after 1 p.m. New York City local time	\$ 2,062.56

(to be received prior to 1:00 p.m. (New York City local time) on the given payoff date), which amount represents all principal, interest, fees and other Obligations outstanding under

the Loan Documents, (ii) original letter of credit number P-224411 issued by JPMorgan Chase Bank to 1700 Broadway Co. on April 17, 2002 in the original face amount of \$291,240 for the account of Borrower marked "cancelled," and (iii) a fully executed counterpart of this letter agreement ("Agreement") signed by the Borrower (the time at which all of the conditions in the foregoing clauses (i), (ii) and (iii) shall first be satisfied is herein referred to as the "Payoff Effective Time"), Agent hereby agrees to release from escrow with the Borrower any instruments delivered to Borrower in escrow, and to deliver to the Borrower any other releases of liens, discharges, terminations and other satisfaction and release documentation executed or approved by Agent releasing Agent's liens and security interests in all of the assets and property of the Borrower and any other Loan Parties securing obligations under the Loan Documents (the "Property"). It is agreed and understood in connection with the calculation of the Payoff Amount and the Per Diem amount that the Borrower will not and shall not borrow any Revolving Loans or request any Letters of Credit or other financial accommodations on or after the date hereof.

Upon the Payoff Effective Time, Agent hereby agrees and acknowledges that: (i) all outstanding indebtedness (including, without limitation, all principal, interest and fees) and other obligations of the Borrower and any other Loan Parties under or relating to the Loan Documents shall be paid and satisfied in full and discharged, terminated and released, (ii) all security interests and other liens granted in any Property pursuant to the Loan Documents as security for such indebtedness shall be satisfied, released and discharged, and (iii) the Loan Documents shall terminate and be of no further force or effect other than those provisions therein that specifically survive termination. Further, Agent (on its own behalf and on behalf of the Lenders) authorizes the filing of all UCC termination statements, agrees to: (w) execute and deliver to Borrower (or the applicable Loan Party) releases of any mortgages (or deeds of trust) previously filed by the Agent on behalf of the Lenders in connection with the Loan Documents, (x) execute and deliver to Borrower (or the applicable Loan Party) releases in respect of intellectual property previously filed by the Agent on behalf of the Lenders against any Loan Party in connection with the Loan Documents, (y) execute and deliver to Borrower (or the applicable Loan Party) termination agreements addressed to any bank or financial institution in which Agent on behalf of the Lenders has (and thereby terminating) any deposit account control agreement, blocked account agreement, lockbox agreement or other such agreements and (z) take all reasonable additional steps requested by Borrower or any Loan Party as may be necessary to release and evidence satisfaction of Agent's security interests in the Property. The Borrower agrees to pay Agent for all reasonable out-of-pocket costs and expenses incurred by Agent in connection with the matters referred to in the previous sentence and acknowledges that Agent's execution of and/or delivery of any documents releasing any security interest or claim in any property of the Borrower or any other Loan Party as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Agent as to Agent's rights in the Property prior to the Payoff Effective Time, the condition or value of any Collateral, or any other matter (except as to Agent's continued ownership of the Obligations and right and authority to make the agreements set forth herein and in such documents). The Borrower hereby confirms that the commitment of Agent to make Loans or incur any other Obligations under the Loan Documents are terminated as of the Payoff Effective Time, and, as of the Payoff Effective Time, Agent shall not have any further obligation to make Loans to the Borrower or to renew, extend or amend any existing Obligations. Notwithstanding

~~anything to the contrary contained herein or in any of such satisfactions, releases or other documents, the obligations and liabilities of the Borrower and any other Loan Parties to Agent under or in respect of the Loan Documents, to the extent the Loan Documents expressly provide such obligations and liabilities shall survive termination of the Loan Documents, shall continue in full force and effect in accordance with their terms.~~

The Payoff Amount referred to above, should be sent by federal funds wire transfer to Bank One, N.A., 1 Bank One Plaza, Chicago, Illinois 60670, Account No. 55-00540, ABA No.0710-0001-3, Reference: Heller Financial, Inc. for the benefit of AKI, Inc., no later than 1:00 p.m. (New York City local time) on the payoff date.

In addition, the Borrower and the other Loan Parties agree that, upon the Payoff Effective Time, the Borrower and such Loan Parties release Heller and its affiliates and subsidiaries and their respective officers, directors, employees, shareholders, agents and representatives as well as their respective successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which the Borrower and such Loan Parties ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Loan Documents.

The terms of this Agreement shall be governed by the internal laws of the State of Illinois. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other parties. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

This Agreement supersedes any and all of our prior discussions and correspondence regarding the Repayment Amount. Our receipt of the Repayment Amount does not affect any rights of Agent, or obligations of the Borrower or any other obligor, under the Loan Documents which survive repayment of the Obligations and termination of the Loan Documents.

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[Signature Page Follows]*

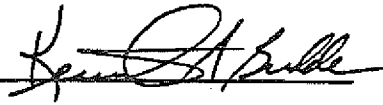
This letter shall expire on October 7, 2004.

Cordially,

HELLER FINANCIAL, INC., a Delaware
corporation, as Agent

By: _____
Name: _____
Its: Duly Authorized Signatory

AKI, INC., a Delaware corporation

By: 
Name: _____
Title: _____

cc: **AKI, Inc.**
120 East 56th Street, Suite 1200
New York, New York 10022
Attention: Chief Executive Officer

CSFB Private Equity
Eleven Madison Avenue, 16th Floor
New York, New York 10010
Attention: David M. Wittels

Akin, Gump, Strauss, Hauer & Feld, L.L.P.
590 Madison Avenue
New York, New York 10022
Attention: Edward D. Sopher

Payoff Letter

This letter shall expire on October 7, 2004.


Cordially,

HELLER FINANCIAL, INC., a Delaware corporation, as Agent

By:

Name:

Its:


John Paul Mc Donnell
Duly Authorized Signatory

AKI, INC., a Delaware corporation

By:

Name:

Title:

cc: **AKI, Inc.**
120 East 56th Street, Suite 1200
New York, New York 10022
Attention: Chief Executive Officer

CSFB Private Equity
Eleven Madison Avenue, 16th Floor
New York, New York 10010
Attention: David M. Wittels

Akin, Gump, Strauss, Hauer & Feld, L.L.P.
590 Madison Avenue
New York, New York 10022
Attention: Edward D. Sopher

Payoff Letter

TRADEMARK
REEL: 005346 FRAME: 0877

Trademarks

Title	App. No./ Reg. No.
ARCADE	2078154
POWDATOUCH	2289332
BEAUTISEAL	2291333